

Article 1. DEFINITIONS

1.1 In these terms and conditions "Jardan B.V. " applies these terms and conditions as part of an agreement. In these terms and conditions, "Customer" means the natural person, legal entity, or the successors in title, acting in the exercise of his profession or its business, and on whose instructions and at whose expense goods are supplied or services are rendered.

Article 2. APPLICABILITY

2.1 These Terms and Conditions of Sale and Supply shall apply to all offers and quotations from and agreements with Jardan B.V. (Chamber of Commerce number 04059245).

2.2 No departure from the provisions of these Terms and Conditions shall be valid except if and in so far as expressly agreed in writing.

2.3 In the event the Customer also refers to its/his general terms and conditions, the Customer's terms and conditions are excluded. They are not excluded only if and in so far as the applicability of the Customer's terms and conditions has been explicitly agreed in writing by Jardan B.V. and provided the Customer's terms and conditions do not conflict with the provisions of these Terms and Conditions. Therefore, in the event the Customer's terms and conditions conflict with these Terms and Conditions, the provisions of these Terms and Conditions shall exclusively apply. Any stipulation to the contrary in the Customer's terms and conditions shall not affect the foregoing.

Article 3. CONCLUSION OF AGREEMENT

3.1 An agreement with Jardan B.V. shall be concluded upon written confirmation to the Customer. With respect to supplies for which no quotation or order confirmation has been sent, the invoice shall be considered an order confirmation. In that case the invoice shall be deemed to be an accurate and complete representation of the agreement.

Article 4. PRICES

4.1 Prices shall be determined by unit of weight or on the basis of dry weight content, and shall always be quoted excluding turnover tax.

4.2 The agreed price shall be based on the costs, exchange rates, wages, social security charges, premiums, taxes or other cost types applicable at the time of acceptance and shall be exclusive of transport costs and insurance costs, unless explicitly otherwise agreed in writing.

Article 5. DELIVERY

5.1 The Customer shall give Jardan B.V. a reasonable period for supplying the goods purchased by the Customer. Agreed delivery periods shall under no circumstance be considered final but will be observed by Jardan B.V. as far as possible. In the event of overdue delivery, Jardan B.V. shall therefore always need to be given a written notice of default.

5.2 Delivery of goods shall be on the basis of the International Commercial Terms (INCOTERMS). In the event goods are delivered Ex Works (EXW = 'collected free on truck'), the Customer shall be liable for any cost and risk related to covering, weighing, transit, and customs clearance of the goods purchased by the Customer. In the event goods are delivered Delivery Duty Paid (DDP = 'delivery carriage paid'), Jardan B.V. shall be liable for the cost and risks related to loading, covering, weighing, transit and customs clearance of the goods sold by Jardan B.V. The risk of loss of or damage to the purchased goods shall then pass from Jardan B.V. to the Customer upon the purchased goods arriving at the place of destination. Any departure from the above terms of delivery is valid if agreed in writing. In the event DDP has been agreed, the following shall furthermore apply:

- The goods shall be transported in the manner most suitable to Jardan B.V. by a carrier to be selected by Jardan B.V.
- Deliveries shall be exclusively at addresses accessible by trailer unless a different type of trailer has been agreed.
- The Customer is obliged to make sufficient personnel and equipment available for un-loading the goods purchased.
- In the event of part deliveries, Jardan B.V. has the right to consider each delivery as a separate transaction.

Article 6. PAYMENT

6.1 Payments shall be made no later than 14 days after the invoice date, unless expressly other-wise agreed in writing.

6.2 In the event the Customer fails to comply with its/his payment obligations, Jordan B.V. may suspend delivery.

6.3 Prior to any delivery or to continuing any delivery or fulfillment by virtue of an order, the User may at any time require an – at its discretion – sufficient security for compliance with the Customer's payment obligations.

This provision equally applies in the event a credit was stipulated. Refusal by the Customer to provide the security required, gives Jordan B.V. the right to terminate the agreement without prejudice to Jordan B.V.'s right to reimbursement of expenses and to compensation for lost profits.

6.4 In the event of a considerable deterioration of the Customer's financial position after conclusion of the agreement but prior to delivery of the goods, Jordan B.V. may decide not to continue performance of all or part of the agreement or to demand a modification to the payment terms.

6.5 The Customer's right to set off any of its claims against Jordan B.V. is hereby expressly excluded.

6.6 The full purchase or selling price shall in any case be immediately due and payable in the event an installment is not paid promptly on the due date, in the event the Customer is declared insolvent, applies for a moratorium, or is placed in receivership/under guardianship, in the event its/his goods or claims are attached/seized, in the event it is wound up or dissolved, or in the event he deceases.

6.7 If payment is not made within the agreed payment deadline, the Customer will immediately owe interest to Jordan B.V. The interest rate is 12% per annum, but is equal to the statutory interest rate if the latter rate is higher. When calculating interest, part of a month is regarded as a whole month.

6.8 If payment is not made within the agreed payment deadline, the Customer will owe Jordan B.V. all extrajudicial costs, with a minimum of € 250,00. These costs will be calculated on the basis of the following table (principal sum):

on the first	€	10.000,00	15%
on any additional amount up to € 15,000			10%

on any additional amount up to € 60,000 8%
on any additional amount from € 60,000 4%
The extrajudicial costs actually incurred will be owed if these are higher than they would be according to the above calculation.

6.9 Pursuant to section 44 of Book 6 of the Netherlands Civil Code, payments shall firstly be applied to reduce the costs referred to in paragraph 8, next to reduce the outstanding interest, and finally to reduce the principal sum and the accrued interest.

Article 7. NON-ATTRIBUTABLE FAILURE / FORCE MAJEURE

7.1 Jordan B.V. shall not be liable for any loss and/or damage arising from force majeure. A situation of force majeure exists in the event Jordan B.V. fails to meet its obligations due to circumstances which are beyond his control and which furthermore cannot be attributed to Jordan B.V. by virtue of the law, a warranty given by Jordan B.V., or generally accepted practice. Force majeure includes: war; civil commotion and hostilities of any nature; blockades; boycotts; acts of God; epidemics; shortages of raw materials required for the delivery; impediment to or interruption of transport options; breakdown of Jordan B.V.'s operations; import restrictions or export restrictions or such bans; impediments caused by any measures, laws or decisions of international, national or regional authorities or government bodies.

7.2 In the event of temporary force majeure, the mutual obligations of the part of the agreement affected by the situation of force majeure shall be suspended for no more than one month. In addition each party may terminate the agreement for the part to which the situation of force majeure pertains, without either party being entitled to derive the right to compensation/damages accordingly.

7.3 In the event of permanent force majeure, the parties shall hold consultations about a modification to the agreement enabling further performance of the agreement which both parties consider appropriate. If there turns out to be no reasonable scope for such modification, either party has the right to terminate, by means of a written statement, all or part of the agreement in so far as that party is affected by the situation of force majeure.

7.4 In the event of force majeure, the Customer can in no circumstance claim compensation/damages from Jardan B.V.

Article 8. WARRANTIES AND COMPLAINTS

8.1 The Customer warrants the accuracy and completeness of, and is responsible for, the information it provides to Jardan B.V.

8.2 Jardan B.V. warrants performance of the agreement which meets the reasonable requirements of sound condition and suitability of the goods delivered. The goods delivered shall meet the quality requirements applicable at the time of the transaction pursuant to regulations laid down by the Netherlands Product Board Animal Feed (Productschap Diervoeder) or its – public-law – successor in the animal feed production chain.

8.3 In general, the quality of the goods delivered shall be normal, proper, sound and suitable for its purpose.

8.4 The weight established on delivery by means of calibrated weighing equipment, by rail weighing or by a sworn inspector, shall be normative. The parties may require weighing documents to be submitted. The weighing fees shall be payable by Jardan B.V. The Customer may, at its own expense, re-establish the weight or arrange for the weight to be re-established in which case any weight differences under 1% shall be neglected.

8.5 In the event of over delivery or under delivery, Jardan B.V. is allowed 5% maximum variance compared to the quantity agreed by contract. The quantity over delivered or under delivered shall then be set off against the contract price.

8.6 The Customer shall check at the time of delivery if the goods comply with the terms agreed and shall inspect the goods for any immediately apparent defects. After delivery without any protest, complaints can be made exclusively about defects which are not immediately apparent. Defects which were neither observable at the time of delivery nor could appear on scrupulous and timely inspection, shall be reported by the Customer to Jardan B.V. no later than at 12:00 hours on the first following working day by registered letter containing a clear and precise description of the complaint.

8.7 In the event of presumed damage caused in transit, the Customer shall notify Jardan B.V. accordingly as

soon as possible, and shall furthermore make a reservation upon signing the consignment note.

8.8 The goods to which the complaint pertains, shall remain available. The Customer shall ensure that any unloaded goods are properly covered, kept dry and in every respect treated properly.

8.9 In the event of non-compliance with the provisions of articles 8.6, 8.7 and 8.8, the right to lodge a complaint shall lapse.

Article 9. LIABILITY

9.1 Jardan B.V. shall be liable only for the loss and/or damage sustained by the Customer and caused directly and exclusively by fault of Jardan B.V., with the proviso that any damages shall not exceed the excess amount of Jardan B.V.'s insurance and any payment made by Jardan B.V.'s insurance company. If in any case the insurance company fails to pay or the damage is not covered by the insurance company, the liability of Jardan B.V. is limited to the invoice amount due over the last three months. Any trading loss such as business interruption, loss and/or damage resulting from stoppage, loss of profits, and suchlike, shall not qualify for any damages/compensation. Jardan B.V. shall in no circumstance be liable for any other loss and/or damage sustained by the Customer.

9.2 The Customer shall compensate Jardan B.V. for costs and loss and/or damage sustained by Jardan B.V. as a result of the Customer's failure to meet any of its obligations. It/he shall furthermore compensate any loss and/or damage caused by the Customer and/or any third party engaged by the Customer.

9.3 The Customer shall indemnify Jardan B.V. for any third-party claims on the ground of industrial and/or intellectual property.

9.4 In the event the Customer lodged a complaint which Jardan B.V. has declared well-founded, which concerns the quality of the goods delivered, and which also falls under Jardan B.V.'s liability referred to in Article 9.1, Jardan B.V. shall be, at its discretion, be exclusively bound:

- (a) to remedy the defects free of charge;
- (b) to deliver replacement goods after receiving back the faulty goods;
- (c) to give a proportional refund of the purchase price paid, or credit the invoice sent, together with

termination of the agreement by means of a written statement;

(d) to pay compensation, mutually agreed with the Customer, in whatever form.

9.5 The Customer shall not be entitled to return any goods delivered with respect to any un-founded complaint. The costs for returning such goods shall be payable by the Customer. In that event, Jordan B.V. shall be entitled to store the goods at the risk and expense of the Customer, if necessary under a third party.

Article 10. TERMINATION

10.1 Jordan B.V. shall be entitled to suspend the execution of a Contract, or to terminate a Contract (whether in full or in part, and whilst retaining all of its rights to compensation for costs and damages) with immediate effect on written notice, if:

(a) the Customer fails to meet one or more of its obligations, or if it is established that full compliance will be impossible;

(b) the Customer commits any serious misconduct, or any intentional, negligent or tortuous act;

(c) any advantage is offered or granted by the Customer in connection with the formation or execution of the Contract to a person forming part of Jordan B.V.;

(d) the Customer is declared bankrupt, or (provisional) suspension of payment is requested, if its business is liquidated or discontinued or it is otherwise insolvent; or

(e) in the opinion of Jordan B.V., major changes are made to the direct or indirect ownership or control ratios at the business of the Customer.

10.2 Jordan B.V. shall be entitled, at any time and for any reason, to terminate a Contract on one month' written notice to the Customer.

10.3 If and when terminated in accordance with the foregoing provisions, the Customer shall not have any claims against Jordan B.V. as a consequence of such termination.

10.4 After any termination or voidness of the agreement, irrespective of the cause, these Terms and Conditions shall continue to apply to the extent that they have independent significance and/or to the extent that they were stipulated to provide for the

consequences of the termination or voidness, including in any case the provisions concerning delivery, penalty clauses, liability, jurisdiction and applicable law.

Article 11. RETENTION OF TITLE AND SECURITY

11.1 The risk in the purchased Products shall transfer to the Customer at the time at which Jordan B.V. offers the Products for delivery.

11.2 Upon delivery, the Customer shall acquire the ownership of the goods delivered only under a suspensive condition. Jordan B.V. shall retain ownership of the goods delivered until the Customer has paid the amount(s) due to Jordan B.V. concerning the consideration for the agreement. Jordan B.V. shall also retain ownership of the goods delivered as long as it has a claim for damages against the Customer due to the latter's failure to perform such agreements, including claims concerning any penalty, interest and costs.

11.3 The Customer shall not be entitled to pledge any unpaid goods, to establish a non-possessory pledge on them, or to establish any other real right or personal right for the benefit of a third party.

11.4 Without prejudice to the provisions of this Article, the Customer may sell the goods to third parties exclusively within the scope of the normal conduct of the business and provided the Customer shall immediately transfer the money received to Jordan B.V. or, in the event the goods were not sold for cash payment and on Jordan B.V.'s demand, shall immediately pledge or assign to Jordan B.V. the amount(s) due.

11.5 In the event the Customer fails to meet any obligation towards Jordan B.V. which arises from the agreement with respect to the goods sold, the latter has the right to repossess the goods. The Customer hereby authorizes Jordan B.V. to access the premises where these goods are located as and when necessary.

11.6 The Customer is obliged to take out insurance covering the risk of fire and theft concerning the unpaid goods, and to produce the related policy at Jordan B.V.'s request.

Article 12. RIGHT OF RETENTION

12.1 With respect to all goods which are owned by or held on behalf of the Customer and which, irrespective

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of the cause, are in the custody of Jordan B.V. , Jordan B.V. has the right of retention until the Customer has met all its/his obligations towards Jordan B.V.

12.2 Jordan B.V. is obliged to administer these goods in accordance with sound business practice, without the Customer being entitled to any compensation/damages due to destruction or to partial loss or damage through no fault of Jordan B.V. The Customer shall therefore continue to bear the risk of the goods.

Article 13. DISPUTE RESOLUTION AND APPLICABLE LAW

13.1 All juristic relationships between the parties are expressly subject to the laws of the Netherlands. All offers and agreements, and the execution thereof, are consequently subject to the laws of the Netherlands to the exclusion of any national rules of law which curtail the parties' free choice of law (i.e. the directly effective provisions) in the event the Customer has its registered office outside the Netherlands.

13.2 Any disputes of factual and legal nature which exist between and which arise from or which relate to the agreement governed by these Terms and Conditions of Sale and Supply, or which concern the interpretation or performance of the actual Terms and Conditions, shall be settled by the Court in Groningen (Rechtbank Noord-Nederland, locatie Groningen).

13.3 Any disputes in connection with a Contract, and / or these T&Cs, shall be exclusively subject to the laws of The Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is expressly excluded.

13.4 In so far as these Terms and Conditions of Sale and Supply have also been drawn up in a language other than the Dutch language, the Dutch text shall always prevail in the event of any difference.

Article 14. MISCELLANEOUS

14.1 The Customer shall not assign any Contract without the prior written consent of Jordan B.V.. The consummation of a reorganization, merger, share exchange, consolidation, or sale or disposition of all or substantially all of the assets of the Customer shall constitute a change of control situation for which the prior written consent of Jordan B.V. is required. Jordan B.V. shall be entitled to subcontract the obligations it is

to perform in terms of any Contract. Jordan B.V. shall be entitled to delegate authority to execute any Contract on its behalf to any of its affiliates.

14.2 All notices, requests, demands, waivers, consents, approvals and / or other communications (collectively, "Notices") required in terms hereof to be given in writing, may also be given electronically (i.e. by e-mail).

14.3 If one or more of the provisions of these T&Cs should be held to be invalid or ineffective by a competent court of law, the remaining provisions shall continue in full force and effect.